

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

RICHARD JOHN HUDECEK,

Plaintiff,

-against-

TRAVELERS INSURANCE CO. and
CAMBRIDGE MUTUAL FIRE INSURANCE
CO.,

Defendants.

FILED
CLERK

2/5/2019 9:55 am
For Online Publication Only
U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE

ORDER

17-CV-7160 (JMA) (AYS)

AZRACK, United States District Judge:

Pro se plaintiff Richard John Hudecek (“Plaintiff”) commenced this action against defendants Standard Fire Insurance Company (“Standard Fire”), erroneously sued herein as Travelers Insurance Company, and Cambridge Mutual Fire Insurance Company (“Cambridge Mutual,” together with Standard Fire, the “Defendants”) on or about July 20, 2016 in the state courts of New Jersey. Plaintiff alleges that he was improperly removed from insurance policies prior to the conclusion of his divorce proceedings to “prevent a pay-out on any repairs or replacements needed” due to damage the subject property allegedly incurred from Hurricane Irene. (See ECF No. 1-1.) On April 20, 2017, Standard Fire removed this action to the federal court for the District of New Jersey (ECF No. 1). As the subject property is located within the Eastern District of New York, it was transferred to this District on January 3, 2018. (ECF No. 37.)

In April 2018, Defendants filed pre-motion conference letters requesting leave to file motions for summary judgment. (ECF Nos. 56, 57.) On June 16, 2018, I waived my pre-motion conference requirement and referred the proposed motions for summary judgment to Magistrate

Judge Anne Y. Shields for a Report and Recommendation (“R&R”). The fully-briefed motions for summary judgment were filed with the Court in August 2018. (ECF Nos. 67, 68, 69.)

On December 4, 2018, Judge Shields issued an R&R recommending that Defendants’ motions for summary judgment be granted because: (1) Plaintiff lacks an insurable interest in the subject property; (2) Plaintiff failed to submit a signed and sworn proof of loss to Standard Fire within sixty days of the loss; (3) Plaintiff’s claims against Cambridge Mutual are time-barred pursuant to the clear language of the insurance policy; and (4) there is no evidence to support any claim of fraud involving the Defendants. On December 21, 2018, Plaintiff filed objections to Judge Shields’s R&R. (ECF No. 75.) Having conducted a review of the full record and the applicable law, I adopt Judge Shields’s R&R in its entirety as the opinion of the Court. In reviewing a magistrate judge’s report and recommendation, the court must “make a *de novo* determination of those portions of the report or . . . recommendations to which objection[s][are] made.” 28 U.S.C. § 636(b)(1)(C); see also Brown v. Ebert, No. 05-CV-5579, 2006 WL 3851152, at *2 (S.D.N.Y. Dec. 29, 2006). The court “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1)(C). Those portions of a report and recommendation to which there is no specific reasoned objection are reviewed for clear error. See Pall Corp. v. Entegris, Inc., 249 F.R.D. 48, 51 (E.D.N.Y. 2008).

I have undertaken a *de novo* review of the record, the R&R, and the instant objections, and I agree with Judge Shields’s comprehensive and well-reasoned R&R. Accordingly, the Court grants Defendants’ motions for summary judgment and dismisses the complaint.

The Clerk of Court is directed to close this case and to mail a copy of this order to the *pro se* plaintiff at the following addresses:

Richard John Hudecek
444A Brick Boulevard
Brick, NJ 08723

and

Richard John Hudecek
34 East Main Street #307
Smithtown, New York 11787

SO ORDERED.

Dated: February 5, 2018
Central Islip, New York

/s/ (JMA)
JOAN M. AZRACK
UNITED STATES DISTRICT JUDGE